

# **EXHIBIT A**

Attorney(s) Eric H. Jaso, Esq.  
 Office Address FLEMING RUVOLDT PLLC  
250 MOONACHIE ROAD - SUITE 501  
 Town, State, Zip Code MOONACHIE, NJ 07074  
 Telephone Number (201) 518-7878  
 Attorney(s) for Plaintiff Eric H. Jaso, Esq.

Superior Court of  
New Jersey

Essex ☒ COUNTY  
Civil DIVISION

Docket No: 7379-16

RONALD SIMS,  
Plaintiff(s)

vs.

MERCEDES-BENZ USA, LLC and DAIMLER AG,  
Defendant(s)

## CIVIL ACTION SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

*Michelle M. Smith, Esq.*  
Clerk of Superior Court

Dated: 10/26/2016

Jennifer M. Perez,  
Acting Clerk of the Superior Court

Name of Defendant to Be Served: DAIMLER AG

Address of Defendant to Be Served: Corporate Headquarters, Mercedesstr. 137, 70327 Stuttgart Germany

NOTE: The Case Information Statement is available at <http://www.njcourtsonline.com>

Edith H. Jager  
 FLEMING RUVOLDT PLLC  
 250 Monachie Avenue, Suite 501  
 Monachie, N.J. 07074  
 Tel.(201) 518-7878  
 Fax(201) 518-7879  
[ejas@flemingruvoldt.com](mailto:ejas@flemingruvoldt.com)

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 ESSEX COUNTY, LAW DIVISION  
 CIVIL DIVISION  
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RONALD SIMS,  Plaintiff,  vs.  MERCEDES-BENZ USA, LLC and DAIMLER AG,  Defendants.	SUPERIOR COURT OF NEW JERSEY ESSEX COUNTY, LAW DIVISION  Civil Action 7379-18  Docket No. _____  COMPLAINT AND JURY DEMAND
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Plaintiff Ronald Sims, by way of his complaint against the defendants, says:

**Preliminary Statement**

1. Mercedes-Benz USA, the American subsidiary of German luxury automobile and truck manufacturer Daimler, publicly embraces diversity and purports to forbid discrimination within its workplaces. On its website, the company claims that it

defines "Diversity" in a broad and inclusive manner. MBUSA believes Diversity encompasses understanding and valuing the differences that are exhibited by all that include, but also go beyond ethnicity, race, gender, physical ability, age, sexual orientation, gender identity and/or religion.

Inclusion for MBUSA is the opportunity for all people to equally and fully engage. MBUSA believes an inclusive corporate culture is one in which all people feel comfortable and respected regardless of individual differences and characteristics.

MBUSA engages associates at all levels in internal and external diversity events and activities, which allow for the introduction of fresh perspectives and new ways of thinking. . . .

MBUSA is committed to recruiting, identifying, developing, retaining and promoting people from all backgrounds, experiences and cultures.

BATCH# 860 FILE# 10-26-16  
 CHECK/RECEIPT# 1505 AMT 250.00

Diversity represents more than just immutable physical characteristics;  
Diversity means different ways of thinking.

“Life at MBUSA -- Diversity and Inclusion” ([www.mbusa.com/mercedes/about\\_us/careers](http://www.mbusa.com/mercedes/about_us/careers))

2. Plaintiff Ronald Sims brings this action against Defendants under the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 *et seq.* (“LAD”), specifically, its prohibitions against discrimination and harassment on the basis of race, nationality, age sexual orientation, for legal relief to redress Defendants’ actions in terminating him on a baseless and fabricated pretext, whereas the real reasons for the termination were Plaintiff’s race, nationality, age and sexual orientation.

#### Parties

3. Defendant Mercedes-Benz USA, LLC (“MBUSA”), was, at all relevant times herein, a Delaware Corporation with a principal place of business in Montvale, New Jersey. As of in or about January 2015, MBUSA relocated its principal place of business to the Atlanta, Georgia area; however, it has continued to maintain offices in Montvale, New Jersey.

4. Defendant Daimler AG (“Daimler”), was, at all relevant times, herein, a German company with a principal place of business in Stuttgart, Germany. Through MBUSA and other entities, Daimler does significant business throughout the United States, including in the State of New Jersey, primarily manufacturing, importing, exporting, distributing, marketing, selling, and servicing luxury/performance automobiles and SUVs, as well as commercial trucks.

5. During all times relevant to this Complaint, Defendants were “employers” of Plaintiff within the definition of the LAD, N.J.S.A. § 10:5-5.

6. Plaintiff Ronald Sims (“Plaintiff” or “Mr. Sims”), is, and during the times relevant to this lawsuit, was a resident of Newark, New Jersey. He is an African-American, age 38 (born in June 1978), a native-born U.S. citizen, and an “out” gay man.

Page Comment to All Courts

7. Mr. Sims obtained a Master's Degree in Manufacturing Management from Pennsylvania State University. He was an experienced process improvement manager, with several years of corporate experience (primarily with the Eastman Kodak Company), when in or about November 2007, he was contacted by a recruiter for a consulting agency who told him that their client MBUSA was looking for someone with his background in data analysis and improvement projects.

8. Mr. Sims was hired by the consulting agency, which assigned him to MBUSA in Montvale, New Jersey as a process-improvement consultant.

9. At MBUSA, Mr. Sims initially worked for the Learning & Performance Department, which managed and organized education and training both for employees working at MBUSA's headquarters and other facilities and for the sales and service staff at MBUSA's over 350 dealers nationwide. Education and training programs included both in-person and virtual/remote sessions, as well as "e-learning" via computer. Mr. Sims worked in project management, process improvement, and best practice analysis.

10. In these roles, he designed and implemented a database for department project management, which standardized the project management process by creating a management dashboard and developing status reporting metrics. He developed an electronic scheduling tool which enabled dealerships to streamline their scheduling process and provided a measurable productivity report for management. He streamlined employment data cleanup at all U.S. dealerships, which doubled the accuracy of dealerships' employment histories. He also created annual budget analyses for employee training using key performance indicators.

11. In or about early 2011, an MBUSA employee with whom Mr. Sims worked told him about an internal full-time job posting that she thought would be an excellent fit for him.<sup>1</sup> The posting was for a Customer Satisfaction Specialist within the After-Sales Customer Satisfaction Department.

12. Mr. Sims applied for the position. Following MBUSA policy, he informed his immediate supervisor, Chris Tedesco, but he did not inform Greg Settle, Tedesco's manager, or Hendrik Hynekamp, the General Manager of the Department, believing that Tedesco would do so.

13. Because Mr. Sims was one of the finalists, his application was vetted by a Talent Plus, Inc., a third-party human resources consultant to MBUSA, to determine the qualifications and appropriateness of a current employee's transfer to the requested position.

14. In or about July 2011, Brad Anseth, a Talent Plus consultant, conducted a telephone interview with Mr. Sims, which followed Talent Plus's elaborate matrix for evaluating potential hires.

15. Mr. Anseth's detailed written evaluation of Mr. Sims for MBUSA was unconditionally positive:

In summary, Mr. Sims' [*sic*] talent shines when he is called upon to accommodate change. Highly confident in his ability to see what is possible, he reacts positively to complexity such as changing assignments and deadlines. His already-intense energy level seems to spike when confronted by a need to adjust to new challenges. Mr. Sims is intently focused on results, adjusting his plan of attack when new data points him in a different direction. His track record for [*sic*] success, along with his ability to inspire trust, allow him to convince others to adopt his point of view.

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<sup>1</sup> Where statements, meetings and conversations are described in this Complaint, they are recounted in substance and in part, not verbatim.

16. On or about August 11, 2011, Mr. Sims was offered the position. He promptly informed Settle, adding that he wanted Settle to be the first to know of his decision to accept the offer. (Indeed, Mr. Sims informed Settle even prior to accepting the offer).

17. On or about August 15, 2011, Mr. Sims became a full-time, direct employee of MBUSA, working as a metrics/insight specialist within the newly-formed After Sales Customer Satisfaction Department. As a professional, he was placed within the "D" pay band. His new supervisor, Ellen Braaf, expressed excitement that he was joining her team.

18. After he got the job, however, Tedesco told Mr. Sims that he got a lot of heat from Settle and Hynekamp because they hadn't been informed that he had applied for a job in a different department.

19. Under CEO Stephen Cannon, who had taken over MBUSA in or about 2012, the company shifted its focus toward improving the Mercedes-Benz customer experience. In or about 2012, MBUSA management formed a stand-alone "Customer Experience Department." Hynekamp was reassigned from the Learning and Performance Department to serve as General Manager of the Customer Experience Department. Mr. Sims was among the seven MBUSA employees who management hand-picked to start the Department, with three others hired from outside the Company.

20. Mr. Sims greatly enjoyed working for MBUSA, despite the frequently challenging workload. He received greater responsibility, at one point being put in charge of calculating and distributing some \$500 million in employee bonuses to Mercedes-Benz dealerships across the country.

21. Mr. Sims always received outstanding reviews from MBUSA management. He received individual bonus awards for 2011, 2012 and 2013, respectively, at 100%, 105% and

100% of target. Michael Dougherty, his immediate supervisor in the Customer Experience Department (his last assignment) praised Mr. Sims when giving him his 2013 review, saying that he was very key to the team, and that they couldn't run the program without him.

22. After several years working in these different positions, with an expanding job portfolio, Mr. Sims believed that MBUSA was the company where he would spend his career, and from which he would someday retire.

23. In or about April 2014, Mr. Sims applied for another position at MBUSA. MBUSA had built a factory in Alabama. MBUSA planned to turn a factory visitor center into a facility where all 26,000 MBUSA employees (including its dealership employees) would undergo what the company dubbed the "Brand Immersion Experience," an intensive, in-person program to educate and train workers in the Mercedes-Benz brand, history and culture. The position was to help manage this "Mercedes University" program.

24. Given Mr. Sims's years of experience in MBUSA's employee training and customer satisfaction areas, as well as his ability and willingness to move to Alabama, he believed that he would be an excellent candidate for the managerial position.

25. To avoid the concerns that arose the last time he applied for a different job, Mr. Sims duly informed both his immediate supervisor (Michael Dougherty) and Hynekamp.

26. Mr. Sims submitted his application and was selected for an interview, which entailed analyzing a business case study and preparing and giving a PowerPoint presentation. Mr. Sims interviewed with Settle and Christine Lohrfink, a Learning Manager who was appointed Program Lead. They communicated how impressed they were with Mr. Sims's analysis and presentation.



27. Based on the interview, Mr. Sims was asked to interview again with a Talent Plus representative, which he understood to mean he was probably among the top two or three candidates. That interview likewise went very well. Mr. Sims fully expected that he would get the Alabama job.

28. On August 15, 2014, Mr. Sims got a call from Hynekamp asking him to report to a conference room in the Human Resources Department. He was excited to receive the call, since he thought that Hynekamp and HR were going to tell him he had gotten the Alabama job, and went quickly downstairs to the conference room.

29. The reception Mr. Sims got was far from welcoming. Instead, he found himself blindsided -- accused of a crime, fired, and immediately escorted from the building.

*Sims is Terminated on a Pretext*

30. MBUSA terminated Mr. Sims from employment pretextually, and with utterly no basis or reason, other than his race, nationality, age and/or sexual orientation. Management accused him of having purloined a \$2.50 breakfast from the company cafeteria.

31. During Mr. Sims's employment, he learned (and observed) the well-known "company secret" that both Daimler A.G. and MBUSA favor the employment and promotion of Germans to the prejudice of U.S. citizens and residents, particularly racial minorities.

32. Mr. Sims also observed that gays and lesbians are also generally frowned upon, so employees with those sexual orientations usually remain "in the closet" at work.

33. Indeed, Mr. Sims kept his sexual orientation a secret from his co-workers until only about four months before he was terminated. However, when he "came out" to them (and within MBUSA more generally) he quickly became active in diversity initiatives and activities

within the Company. Among other things, he joined the Diversity Team, which hosted a lecture by a high-ranking gay American Express executive at MBUSA headquarters.

34. In 2012, there were approximately 14 employees in the Customer Experience Department, including Dianne Quinn, who was a “Specialist” of equal rank to Mr. Sims.

35. In or about July 2012, Maximilian Klube (“Klube”), a white, 22-year-old German-born citizen, who Mr. Sims and his co-workers understood to be heterosexual, was assigned to the Department as a coordinator, essentially serving as an assistant. Hynekamp, the General Manager of the Department, had personally promoted Klube, who MBUSA originally hired as an intern in or about November 2011, to a salaried employee.

36. As a coordinator, and “B” pay band employee, Klube was [younger and] junior in seniority to everyone else in the Department. Nonetheless, Klube was directly “mentored” by high-level German MBUSA executives during the entire time he worked in the Department.

37. On or about August 14, 2014, Quinn, Klube and Mr. Sims were traveling back to New Jersey from a department field trip to visit the Vehicle Preparation Center and Product Distribution Center in Baltimore, Maryland. They discussed career growth at MBUSA and opportunities in general. Klube was complaining that he was frustrated because he had more expenses than he could afford being in Bergen County, and that he was not getting paid enough in his role.

38. Klube said that he had spoken to Hynekamp about a promotion and increase in salary. Klube stated that the MBUSA Human Resources Department previously informed him that he did not yet have sufficient experience and seniority to receive a salary-band increase. Klube also told them that he had applied for a better position at the company showroom in Manhattan.

39. Quinn and Mr. Sims told Klube that he needed to be patient, because MBUSA has a culture where employees need to develop a minimum number of years of work experience before they are promoted or given an increase to a higher wage level. Indeed, MBUSA has a rule requiring 18 months of tenure in a current job before being eligible to apply for another job within the company, even at the same pay level.

40. Klube told Quinn and Mr. Sims that Hynekamp had assured him not to worry, because something was coming his way soon.

41. As noted, MBUSA management falsely and pretextually accused Mr. Sims of stealing food from the company cafeteria.

42. The MBUSA cafeteria in Montvale had a typical arrangement, with manned short-order stations for grilled foods, pizza, and other hot dishes, and unmanned areas such as the hot cereal/soup station, the salad bar, the soda fountains and refrigerated cases offering pre-prepared sandwiches and other foods, packaged beverages, and other items. Two cashiers were centrally located between the cafeteria section and the seating area, although usually only one was on duty during breakfast hours.

43. Mr. Sims's usual practice was to order a particular dish that required preparation and then go to the cash register with items that did not require preparation, pay for all of the items (including the dish being prepared), then return to the short-order station to pick up the prepared dish. This saved time waiting in multiple lines for the short-order station and then the cashier.

44. Many of Mr. Sims's fellow employees followed the same practice at the cafeteria. His Department colleague Jennifer Harmon, a white woman, would usually accompany him to

get breakfast to take back to their desks, and she likewise ordered her food first, paid for it, then picked the food up when it was ready.

45. On August 15, 2015, Mr. Sims and Ms. Harmon went to the cafeteria as usual to get breakfast. As usual, they both ordered their food (Mr. Sims ordered sausage from the grill and served himself oatmeal) and paid the cashier before picking up their made-to-order dishes and departing the cafeteria. Mr. Sims paid cash for his food. The cashier (as was her usual practice) did not offer a receipt nor did Mr. Sims ask for one. On previous occasions, Mr. Sims had observed that because few people ever asked for a receipt, usually the cash register tape simply fed directly into an adjacent wastebasket.

46. Later that day, Hynekamp asked Mr. Sims to come to a conference room in the human resources department. When Mr. Sims arrived, he found Hynekamp with Jennifer Ahrens, an MBUSA Human Resources executive.

47. Ahrens informed Mr. Sims that he was being terminated because he had left the cafeteria without paying for oatmeal and sausage.

48. Shocked, Mr. Sims told Ahrens that he had paid for the food. Ahrens demanded that he produce a receipt. However, as described, Mr. Sims had paid cash and had not taken a receipt, as usual.

49. Ahrens then said that there had been additional incidents involving Mr. Sims not paying for items at the cafeteria, and she claimed that management had statements from witnesses to support those allegations.

50. Struggling to make sense of this accusation, Mr. Sims recalled (to himself) that about a month earlier, a cashier had accused Mr. Sims of taking a large bottle of "Smart Water" without paying for it. However, he explained at the time that he had purchased a case of the

bottles at Costco and brought it to the office, and indeed had already consumed part of the bottle that he had brought to the cafeteria. (Indeed, after Mr. Sims brought his own beverage supply to the office, several of his colleagues started to do the same thing, but upon information and belief, none of them ever was accused of stealing beverages from the cafeteria). The cashier never mentioned the incident again, and had not accused him of anything that morning.

51. Mr. Sims continued to profess his astonishment, and assured Ahrens and Hynekamp that he was an ethical person who would never steal from the company, especially one where he hoped to work until retirement. At one point, Ahrens turned to Hynekamp and suggested that perhaps the company could suspend rather than terminate Mr. Sims until they could look into the matter further. Hynekamp was unmoved and said nothing.

52. Ahrens told Mr. Sims that he would get paid for that day, but get no other severance, and that he could apply for unemployment.

53. Mr. Sims then asked to talk privately to Hynekamp. He again insisted that he would never steal. Hynekamp said there was nothing he could do, and asked for his blackberry and key to the company car. He then said that a car service would take him home, and that his personal belongings would be returned to him later.

54. MBUSA thus deprived Mr. Sims of his career and his reputation summarily, accusing him of committing a crime yet with no proper investigation, no hearing, no opportunity to confront his accusers.

55. Less than five months before Mr. Sims was terminated, his individual bonus performance was rated at 115% of target.

56. The same day that Mr. Sims was terminated and escorted from the building by MBUSA security, Hynekamp called a departmental meeting to inform Mr. Sims's co-coworkers

that he was no longer with the company. He provided no explanation or reason for Sims's departure.

57. Almost immediately after his termination, Mr. Sims's position was posted on the internal MBUSA website as open. Several employees applied for the job, and a number were interviewed.

58. Though the other candidates, upon information and belief, had more experience and better substantive qualifications, Klube – a 22-year-old, white, German heterosexual -- got Mr. Sims's job, as Hynekamp had evidently promised him. Even though according to Klube's own telling, MBUSA HR had informed him that he could not yet be promoted, his new position was two pay bands higher than his prior grade (though MBUSA ended up promoting him only one pay grade).

59. Mr. Sims learned – both during his time at MBUSA and after being terminated -- that no African-American has ever worked for MBUSA long enough to retire from the company. As of when Mr. Sims was terminated, no African-American had ever been promoted to an L3 position. Most African-Americans who worked for MBUSA were in the lowest paid wage bands A and B. Also, there is only a miniscule number of African-Americans who work in wage bands higher than A and B.

**COUNT ONE – RACE DISCRIMINATION IN VIOLATION OF NEW JERSEY  
LAW AGAINST DISCRIMINATION**

60. The preceding paragraphs 1 through 59 are hereby incorporated as if repeated herein.

61. By and through their course of conduct as alleged herein, Defendants discriminated against the Plaintiff by terminating him on the basis of his race in violation of the LAD.

62. Defendants' wrongful conduct was intentional, deliberate, willful, and undertaken in utter disregard for Plaintiff's rights.

63. Defendants had no legitimate, nondiscriminatory reason for terminating Plaintiff. Defendants furthermore intentionally terminated Plaintiff, on a pretext, for the express purpose of promoting a white person -- who was demonstrably inexperienced and unqualified -- to take over Plaintiff's job. That promotion also violated Defendants' internal employment policies and practices.

64. As a direct and proximate result of Defendants' illegal discrimination, Plaintiff has suffered and will continue to suffer severe harm, and is entitled to all legal and equitable remedies available under the LAD, including back pay, front pay, reinstatement, restoration of benefits and seniority, and compensatory and punitive damages, in amounts to be determined at trial.

65. Plaintiff is furthermore entitled to an award of reasonable attorneys' fees, costs and expenses, as provided by statute.

**COUNT TWO – NATIONALITY DISCRIMINATION IN VIOLATION OF NEW JERSEY LAW AGAINST DISCRIMINATION**

66. The preceding paragraphs 1 through 59 are hereby incorporated as if repeated herein.

67. By and through their course of conduct as alleged herein, Defendants discriminated against the Plaintiff by terminating him on the basis of his United States nationality in violation of the LAD.

68. Defendants' wrongful conduct was intentional, deliberate, willful, and undertaken in utter disregard for Plaintiff's rights.

69. Defendants had no legitimate, nondiscriminatory reason for terminating Plaintiff. Defendants furthermore intentionally terminated Plaintiff, on a pretext, for the express purpose of promoting a German national – who was demonstrably inexperienced and unqualified -- to take over Plaintiff's job. That promotion also violated Defendants' internal employment policies and practices.

70. As a direct and proximate result of Defendants' illegal discrimination, Plaintiff has suffered and will continue to suffer severe harm, and is entitled to all legal and equitable remedies available under the LAD, including back pay, front pay, reinstatement, restoration of benefits and seniority, and compensatory and punitive damages, in amounts to be determined at trial.

71. Plaintiff is furthermore entitled to an award of reasonable attorneys' fees, costs and expenses, as provided by statute.

**COUNT THREE – AGE DISCRIMINATION**  
**IN VIOLATION OF NEW JERSEY LAW AGAINST DISCRIMINATION**

72. The preceding paragraphs 1 through 59 are hereby incorporated as if repeated herein.

73. By and through their course of conduct as alleged herein, Defendants discriminated against the Plaintiff by terminating him on the basis of his sexual orientation in violation of the LAD.

74. Defendants' wrongful conduct was intentional, deliberate, willful, and undertaken in utter disregard for Plaintiff's rights.

75. Defendants had no legitimate, nondiscriminatory reason for terminating Plaintiff. Defendants furthermore intentionally terminated Plaintiff, on a pretext, for the express purpose of promoting a 22-year-old person – who was demonstrably inexperienced and unqualified -- to



takeover Plaintiff's job. That promotion also violated Defendants' internal employment policies and practices.

76. As a direct and proximate result of Defendants' illegal discrimination, Plaintiff has suffered and will continue to suffer severe harm, and is entitled to all legal and equitable remedies available under the LAD, including back pay, front pay, reinstatement, restoration of benefits and seniority, and compensatory and punitive damages, in amounts to be determined at trial.

77. Plaintiff is furthermore entitled to an award of reasonable attorneys' fees, costs and expenses, as provided by statute.

**COUNT FOUR – SEXUAL ORIENTATION DISCRIMINATION**  
**IN VIOLATION OF NEW JERSEY LAW AGAINST DISCRIMINATION**

78. The preceding paragraphs 1 through 59 are hereby incorporated as if repeated herein.

79. By and through their course of conduct as alleged herein, Defendants discriminated against the Plaintiff by terminating him on the basis of his sexual orientation in violation of the LAD.

80. Defendants' wrongful conduct was intentional, deliberate, willful, and undertaken in utter disregard for Plaintiff's rights.

81. Defendants had no legitimate, nondiscriminatory reason for terminating Plaintiff. Defendants furthermore intentionally terminated Plaintiff, on a pretext, for the express purpose of promoting a heterosexual person – who was demonstrably inexperienced and unqualified -- to take over Plaintiff's job. That promotion also violated Defendants' internal employment policies and practices.

82. As a direct and proximate result of Defendants' illegal discrimination, Plaintiff has suffered and will continue to suffer severe harm, and is entitled to all legal and equitable remedies available under the LAD, including back pay, front pay, reinstatement, restoration of benefits and seniority, and compensatory and punitive damages, in amounts to be determined at trial.

83. Plaintiff is furthermore entitled to an award of reasonable attorneys' fees, costs and expenses, as provided by statute.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays the Court to grant the following relief:

A. Issue a declaratory judgment that the employment policies, practices, procedures, conditions, and customs of Defendants violated Plaintiff's civil rights of Plaintiff under the LAD;

B. Grant Plaintiff a permanent injunction enjoining Defendants, its officers, successors, assigns, and all persons in active concert or participation with it, from continuing to violate the LAD;

C. Order Defendants to institute and carry out policies, practices, and programs which provide equal employment opportunities which eradicate the effects of Defendants' past and present unlawful employment practices;

D. Order Defendants to make Plaintiff whole for their unlawful employment practices, by providing appropriate back-pay and front pay with prejudgment interest, in amounts to be determined at trial, reinstatement, restoration of benefits and seniority, and other affirmative relief necessary to eradicate the effects of Defendants' unlawful employment practices;

E. Order Defendants to make Plaintiff whole for the unlawful employment practices described above by providing compensation for non-pecuniary losses, including pain, suffering and humiliation in amounts to be determined at trial;

F. An award of litigation costs and expenses, including reasonable attorneys' fees, to the Plaintiff; and

G. Grant such further relief as the Court deems necessary and proper.

**JURY TRIAL DEMAND**

Plaintiff demands trial by jury of all issues triable to a jury as of right.

FLEMING RUVOLDT PLLC

By: 


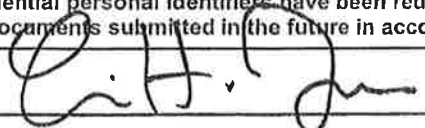
Eric H. Jaso  
250 Moonachie Road  
Suite 501  
Moonachie, NJ 07074  
Telephone: (201) 518-7878  
Facsimile: (201) 518-7879

*Attorneys for Plaintiff*

Of counsel  
(pending motion for admission *pro hac vice*):  
Martin R. Lee, Esq.  
Warsaw Burstein Cohen Schlesinger & Kuh, LLP  
555 Fifth Avenue  
New York, NY 10017  
Tel.: (212) 984-7868  
Fax: (212) 972-9150

Dated: October 26, 2016  
Moonachie, New Jersey

RECEIVED 12/14/16

CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 <b>Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</b></p>		PAYMENT TYPE: <input type="checkbox"/> GK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.: AMOUNT: OVERPAYMENT: BATCH NUMBER:	
1. ATTORNEY / PRO SE NAME Eric H. Jaso, Esq.		2. TELEPHONE NUMBER 201-518-7878	
3. COUNTY OF VENUE Essex <input checked="" type="checkbox"/>		4. DOCKET NUMBER (when available) 7379-16	
4. FIRM NAME (if applicable) FLEMING RUVOLDT PLLC		5. DOCUMENT TYPE COMPLAINT	
6. OFFICE ADDRESS 250 MOONACHIE ROAD - SUITE 501 MOONACHIE, NJ 07074		8. JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. NAME OF PARTY (e.g., John Doe, Plaintiff) RONALD SIMS, Plaintiff		10. CAPTION RONALD SIMS, Plaintiff v. MERCEDES-BENZ USA, LLC and DAIMLER AG, Defendants	
11. CASE TYPE NUMBER (See reverse side for listing) 618	12. HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	13. IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
14. RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		15. IF YES, LIST DOCKET NUMBERS	
16. DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		17. NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN	
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
18. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS	
19. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
20. USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
21. Do you or your client need any disability accommodations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
22. Will an interpreter be needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
23. I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).			
24. ATTORNEY SIGNATURE: 			



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 43E-1

## CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

### Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

### Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

### Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

### Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

### Multicounty Litigation (Track IV)

- |  |   |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN                  | 292 PELVIC MESH/BARD                                      |
| 274 RISPERDAL/SEROQUEL/ZYPREXA             | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL     | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 282 FOSAMAX                                | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS           | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 286 LEVAQUIN                               | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR              |
| 287 YAZ/YASMIN/OCELLA                      | 300 TALC-BASED BODY POWDERS                               |
| 289 REGLAN                                 | 601 ASBESTOS  |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA  |
| 291 PELVIC MESH/GYNECARE                   |   |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59